



**STATE OF GEORGIA  
FULTON COUNTY  
CITY OF JOHNS CREEK**

**Stormwater Facilities Maintenance Agreement**

**WHEREAS**, the Property Owner, \_\_\_\_\_ recognizes that the wet or extended detention facility or facilities (hereinafter referred to as "the facility" or "facilities") must be maintained for the development called, \_\_\_\_\_, located in Land Lot(s) \_\_\_\_\_, District(s) \_\_\_\_\_, of Fulton County, Georgia; and,

**WHEREAS**, the Property Owner is the owner of real property more particularly described on the attached **Exhibit A** (hereinafter referred to as "the Property"), and,

**WHEREAS**, Johns Creek (hereinafter referred to as "the City") and the Property Owner, or its administrators, executors, successors, heirs, or assigns, agree that the health, safety and welfare of the citizens of the City require that the facilities be constructed and maintained on the property, and,

**WHEREAS**, the Code of the City of Johns Creek requires that facility or facilities as shown on the approved development plans and specifications be constructed and maintained by the Property Owner, its administrators, executors, successors, heirs, or assigns.

**NOW, THEREFORE**, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

**SECTION 1**

The facility or facilities shall be constructed by the Property Owner in accordance with the plans and specifications for the development.

## **SECTION 2**

The Property Owner, its administrators, executors, successors, heirs or assigns shall maintain the facility or facilities in good working condition acceptable to the City, including pipes, channels or other conveyances built to convey stormwater to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater, and in accordance with the schedule of long term maintenance activities agreed hereto and attached as **Exhibit B**.

## **SECTION 3**

The Property Owner, its administrators, executors, successors, heirs and assigns hereby grants permission to the City, its authorized agents and employees, to enter upon the property and to inspect the facilities whenever the City deems necessary. Whenever possible, the City shall provide notice prior to entry. The Property Owner shall execute an access easement in favor of Johns Creek to allow the City to inspect, observe, maintain, and repair the facility as deemed necessary. A fully executed original access easement is attached to this Agreement as **Exhibit C** and by reference made a part hereof.

## **SECTION 4**

In the event the Property Owner, its administrators, executors, successors, heirs or assigns fails to maintain the facility or facilities as shown on the approved plans and specifications in good working order acceptable to the City and in accordance with the maintenance schedule incorporated in this Agreement, and in the event the violation constitutes an immediate danger to public health or public safety, the City, with due notice, may enter the property and take whatever steps it deems necessary to return the facility or facilities to good working order. This provision shall not be construed to allow the City to erect any structure of a permanent nature on the property. It is expressly understood and agreed that the City is under no obligation to maintain or repair the facility or facilities and in no event shall this Agreement be construed to impose any such obligation on the City.

## **SECTION 5**

In the event the City, pursuant to this Agreement, performs work of any nature, or expends any funds in the performance of said work for labor, use of equipment, supplies, materials, and the like, the Property Owner shall reimburse the City, or shall forfeit any required bond upon demand within thirty (30) days of receipt thereof for all the costs incurred by the City hereunder. If not paid within the prescribed time period, the City shall secure a lien against the real property in the amount of such costs. The actions described in this section are in addition to and not in lieu of any and all legal remedies available to the City as a result of the Property Owner's failure to maintain the facility or facilities.

## **SECTION 6**

It is the intent of this Agreement to insure the proper maintenance of the facility or facilities by the Property Owner; provided, however, that this Agreement shall not be deemed to create or effect any additional liability of any party for damage alleged to result from or caused by storm water runoff.

## **SECTION 7**

Sediment accumulation resulting from the normal operation of the facility or facilities will be catered for. The Property Owner will make accommodation for the removal and disposal of all accumulated sediments. Disposal will be provided onsite in a reserved area(s) or will be removed from the site. Reserved area(s) shall be sufficient to accommodate for a minimum of two dredging cycles.

## **SECTION 8**

The Property Owner shall provide the City with a bond or a letter of credit providing for the maintenance of the facility or facilities pursuant to the City's Code concerning Maintenance Agreements.

## **SECTION 9**

The Property Owner shall use the standard BMP Operation and Maintenance Inspection Report attached to this agreement as **Exhibit D** and by this reference made a part hereof for the purpose of a minimal annual inspection of the facility or facilities by a qualified inspector.

## **SECTION 10**

The Property Owner, its administrators, executors, successors, heirs and assigns hereby indemnifies and holds harmless the City and its authorized agents and employees for any and all damages, accidents, casualties, occurrences or claims which might arise or be asserted against the City from the construction, presence, existence or maintenance of the facility or facilities by the Property Owner or the City. In the event a claim is asserted against the City, its authorized agents or employees, the City shall promptly notify the Property Owner and the Property Owner shall defend at its own expense any suit based on such claim. If any judgment or claims against the City, its authorized agents or employees shall be allowed, the Property Owner shall pay for all costs and expenses in connection herewith.

## **SECTION 11**

This Agreement shall be recorded among the deed records of the Clerk of Superior Court of Fulton County and shall constitute a covenant running with the land and shall be binding on the Property Owner, its administrators, executors, heirs, assigns and any other successors in interest.

## **SECTION 12**

This Agreement may be enforced by proceedings at law or in equity by or against the parties hereto and their respective successors in interest.

## **SECTION 13**

Invalidation of any one of the provisions of this Agreement shall in no way effect any other provisions and all other provisions shall remain in full force and effect.

## **SECTION 14**

Any notice, demand, request or other communication required or permitted to be given hereunder (a "Notice") shall be in writing and either (i) personally delivered, or (ii) sent by U.S. certified or registered mail, return receipt requested, postage pre-paid, or (iii) sent by Federal Express or similar service to the party being given such notice at the following address:

Property Owner:     Company Name  
                              Street Address  
                              City, State, Zip  
                              Attention: Name

City of Johns Creek:   City of Johns Creek  
                                  12000 Findley Road, Suite 400  
                                  Johns Creek, Georgia 30097-1412  
                                  Attention: Land Development Department

All notices shall be effective (and the time period in which a response to any notice must be given, if any, shall commence to run on such effective date) depending on the form of delivery, as follows: (i) If personally delivered, on the date of receipt; or (ii) if sent by U.S. certified or registered mail, three (3) days after being deposited in the U.S. mail; or (iii) if sent by Federal Express or similar service, on the date of receipt. Rejection or failure to claim delivery of any such Notice, demand or request, or the inability to deliver because of changed address of which no Notice was given, shall be deemed to be receipt of the Notice, demand or request sent three (3) days after being deposited in the U.S. mail or the date of attempted personal delivery, as the case may be. By giving at least thirty (30) days written notice thereof, any party shall have the right from time to time and at any time to change their respective addresses.

**SO AGREED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**PROPERTY OWNER CORPORATION**

\_\_\_\_\_  
Name of Corporation:

Printed or Typed Name

BY: \_\_\_\_\_  
Signature

Attest: \_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Typed or Printed Name

Title: \_\_\_\_\_

Title: \_\_\_\_\_

(CORPORATE SEAL)

Notary: \_\_\_\_\_

**JOHNS CREEK, GEORGIA.**

By : \_\_\_\_\_  
City of Johns Creek  
Director of Community Development

Attachments:

- Exhibit A (Plat and Legal Description)
- Exhibit B (Maintenance and Inspection Schedule)
- Exhibit C (Access Easement)
- Exhibit D (Standard BMP Operation and Maintenance Inspection Report)

**SO AGREED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**PROPERTY OWNER  
PARTNERSHIP**

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Name of Partnership: \_\_\_\_\_, A Georgia General  
Printed or Typed Name Partnership Corporation

BY: \_\_\_\_\_ (Seal) Attest: \_\_\_\_\_  
Signature Signature of Witness

\_\_\_\_\_  
Printed or Typed Name

\_\_\_\_\_  
Printed or Typed Name

Title: \_\_\_\_\_  
General Partner

Title: \_\_\_\_\_ (Seal)  
Notary Public

**JOHNS CREEK, GEORGIA.**

By : \_\_\_\_\_  
City of Johns Creek  
Director of Community Development

**Attachments:**

- Exhibit A (Plat and Legal Description)
- Exhibit B (Maintenance and Inspection Schedule)
- Exhibit C (Access Easement)
- Exhibit D (Standard BMP Operation and Maintenance Inspection Report)

**SO AGREED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**PROPERTY OWNER  
LIMITED LIABILITY CORPORATION**

\_\_\_\_\_  
Name of LLC: \_\_\_\_\_,  
Printed or Typed Name

BY: \_\_\_\_\_  
Signature

Attest: \_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Printed or Typed Name

\_\_\_\_\_  
Printed or Typed Name

Title: \_\_\_\_\_  
Managing Person

Title: \_\_\_\_\_ (Seal)  
Notary Public

**JOHNS CREEK, GEORGIA.**

By : \_\_\_\_\_  
City of Johns Creek  
Director of Community Development

**Attachments:**

- Exhibit A (Plat and Legal Description)
- Exhibit B (Maintenance and Inspection Schedule)
- Exhibit C (Access Easement)
- Exhibit D (Standard BMP Operation and Maintenance Inspection Report)

SO AGREED this \_\_\_\_\_ day of \_\_, 20\_\_\_\_

**PROPERTY OWNER  
INDIVIDUAL OR PROPERTY OWNED JOINTLY BY SEVERAL INDIVIDUALS**

By: \_\_\_\_\_ Attest: \_\_\_\_\_  
Signature of Owner Signature of Witness

\_\_\_\_\_  
Printed or Typed Name Printed or Typed Name

By: \_\_\_\_\_ Attest: \_\_\_\_\_  
Signature of Owner Signature of Witness

\_\_\_\_\_  
Printed or Typed Name Printed or Typed Name

By: \_\_\_\_\_ Attest: \_\_\_\_\_  
Signature of Owner Signature of Witness

\_\_\_\_\_  
Printed or Typed Name Printed or Typed Name

\_\_\_\_\_(Seal)  
Notary Public

**JOHNS CREEK, GEORGIA.**

By: \_\_\_\_\_  
City of Johns Creek  
Director of Community Development

Attachments:     Exhibit A (Plat and Legal Description)  
                         Exhibit B (Maintenance and Inspection Schedule)  
                         Exhibit C (Access Easement)  
                         Exhibit D (Standard BMP Operation and Maintenance Inspection Report)



**EXHIBIT 'C'**

**PERMANENT WATER QUALITY BMP AND ACCESS EASEMENT AGREEMENT**

STATE OF GEORGIA  
COUNTY OF FULTON  
CITY OF JOHNS CREEK

THIS EASEMENT granted this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

between the property owner \_\_\_\_\_ as party of the first part,  
hereinafter referred to as Grantor, and CITY OF JOHNS CREEK, a political subdivision of the  
State of Georgia, as party of the second part, hereinafter referred to as Grantee.

WITNESSETH THAT: Grantor, for and in consideration of the sum of ONE DOLLAR (\$1.00)  
in hand paid at and before the sealing and delivery of this easement and in consideration of the  
agreements and covenants contained in this document and the Maintenance Agreement between  
Grantor and Grantee, hereby grants unto the Grantee an easement in and to that portion of the  
property shown on Exhibit "A" to the Maintenance Agreement, as shown and identified on the  
plat attached hereto as **Exhibit "1"**.

The purpose of this easement is to allow Grantee, or its agents, access for inspection  
maintenance activities to the Water Quality Best Management Practice (BMP) facility, and to  
prevent development of the property within the easement following issuance of the Certificate of  
Occupancy or in the case of a residential subdivision, the approval of the Final Plat, without  
written permission from the Johns Creek Department of Community Development. This  
easement is required by the provisions of the Maintenance Agreement executed by and between  
the Grantor and Grantee.

**PERMANENT WATER QUALITY BMP AND ACCESS EASEMENT AGREEMENT**

SO AGREED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**PROPERTY OWNER  
INDIVIDUAL OR PROPERTY OWNED JOINTLY BY SEVERAL INDIVIDUALS**

\_\_\_\_\_  
By: \_\_\_\_\_ Attest: \_\_\_\_\_  
Signature of Owner Witness

\_\_\_\_\_  
Printed or Typed Name Printed or Typed Name

By: \_\_\_\_\_ Attest: \_\_\_\_\_  
Signature of Owner Signature of Witness

\_\_\_\_\_  
Printed or Typed Name Printed or Typed Name

By: \_\_\_\_\_ Attest: \_\_\_\_\_  
Signature of Owner Signature of Witness

\_\_\_\_\_  
Printed or Typed Name Printed or Typed Name

(Seal) \_\_\_\_\_  
Notary Public

Attachments: Exhibit 1 (Plat of Easement)

**PERMANENT WATER QUALITY BMP AND ACCESS EASEMENT AGREEMENT**

**SO AGREED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**PROPERTY OWNER  
CORPORATION**

\_\_\_\_\_  
Name of Corporation: \_\_\_\_\_, A Georgia Corporation  
Printed or Typed Name

By: \_\_\_\_\_ Attest: \_\_\_\_\_  
Signature Signature of Witness

\_\_\_\_\_  
Printed or Typed Name

\_\_\_\_\_  
Printed or Typed Name

Title: \_\_\_\_\_ Title: \_\_\_\_\_  
(President or Vice President) (Corporate Secretary or  
Corporate Secretary Assistant)

(CORPORATE SEAL)

Attachments: Exhibit 1 (Plat of Easement)

**PERMANENT WATER QUALITY BMP AND ACCESS EASEMENT AGREEMENT**

**SO AGREED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**PROPERTY OWNER  
PARTNERSHIP**

\_\_\_\_\_  
Name of Partnership: \_\_\_\_\_, A Georgia Corporation  
Printed or Typed Name

By: \_\_\_\_\_(Seal) Attest: \_\_\_\_\_  
Signature Signature of Witness

\_\_\_\_\_  
Printed or Typed Name

\_\_\_\_\_  
Printed or Typed Name

Title: \_\_\_\_\_(Seal)  
General Partner Notary Public

Attachments: Exhibit 1 (Plat of Easement)

**PERMANENT WATER QUALITY BMP AND ACCESS EASEMENT AGREEMENT**

**SO AGREED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**PROPERTY OWNER  
LIMITED LIABILITY CORPORATION**

\_\_\_\_\_  
Name of LLC: \_\_\_\_\_,  
Printed or Typed Name

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed or Typed Name

Attest: \_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Printed or Typed Name

Title: \_\_\_\_\_  
Managing Person

\_\_\_\_\_(Seal)  
Notary Public

Attachments:

Exhibit 1 (Plat of Easement)

## EXHIBIT 'D'

### JOHNS CREEK

#### BMP Facility Operation and Maintenance Inspection Report for Pond Facilities

Inspector Name \_\_\_\_\_ Community \_\_\_\_\_

Inspection Date \_\_\_\_\_ Address \_\_\_\_\_

Type of BMP \_\_\_\_\_

Watershed \_\_\_\_\_ Tax Map \_\_\_\_\_

ITEM INSPECTED	CHECKED		MAINTENANCE		OBSERVATIONS & REMARKS
	Yes	No	Reqd.	Not Reqd.	
I. POND FACILITIES					
A. Pond Dam Embankments and Emergency Spillways					
1. Vegetation and Ground Cover Adequate					
2. Surface Erosion					
3. Animal Burrows					
4. Unauthorized Planting					
5. Cracking, Bulging, or Sliding of Dam					
a. Upstream Face					
b. Downstream Face					
c. At or Beyond Toe					
Upstream					
Downstream					
d. Emergency Spillway					
6. Pond, Toe & Chimney Drains Clear & Funct.					
7. Seeps/Leaks on Downstream Face.					

ITEM INSPECTED	CHECKED		MAINTENANCE		OBSERVATIONS & REMARKS
	Yes	No	Reqd.	Not Reqd.	
8. Slope Protection or Riprap Failures					
9. Vertical and Horizontal Alignment of Top of Dam as Per "As-Built" Plans					
10. Emergency Spillway Clear of Obstructions and Debris					
11. Other (Specify)					
B. Riser and Principal Spillway  Type:     Reinforced Concrete Corrugated Pipe Masonry  *Indicates Dry Ponds Only  1.* Low Flow Orifice Obstructed					
2.* Low Flow Trash Rack					
a. Debris Removal Necessary b. Corrosion Control					
3. Weir Trash Rack Maintenance					
a. Debris Removal Necessary b. Corrosion Control					
4. Excessive Sediment Accumulation Inside Riser					
5. Concrete/Masonry Condition Riser & Barrels					
a. Cracks or Displacement					
b. Minor Spalling (<1")					
c. Major Spalling (Rebars Exposed)					
d. Joint Failures					
e. Water Tightness					
6. Metal Pipe Condition					
7. Control Valve					
a. Operational/Exercised					
b. Chained and Locked					

ITEM INSPECTED	CHECKED		MAINTENANCE		OBSERVATIONS & REMARKS
	Yes	No	Reqd.	Not Reqd.	
8. Pond Drain Valve					
a. Operational/Exercised					
b. Chained and Locked					
9. Outfall Channels Functioning					
10. Other (Specify)					
C. Permanent Pool - Wet Ponds					
1. Undesirable Vegetative Growth					
2. Floating or Floatable Debris Removal Required					
3. Visible Pollution					
4. Shoreline Problems					
5. Other (Specify)					
D. Dry Pool Areas - Dry Pond					
1. Vegetation Adequate					
2. Undesirable Vegetative Growth					
3. Undesirable Woody Growth					
4. Low Flow Channels Clear of Obstructions					
5. Standing Water or Wet Spots					
6. Sediment and/or Trash Accumulation					
7. Other (Specify)					
E. Condition of Outfalls into Pond Area					
1. Rip Rap Failures					
2. Slope Invert Erosion					
3. Storm Drain Pipes					
4. Endwalls/Headwalls					
5. Other (Specify)					



ITEM INSPECTED	CHECKED		MAINTENANCE		OBSERVATIONS & REMARKS
	Yes	No	Reqd.	Not Reqd.	
F. Other					
1. Encroachments on Pond or Easement Area (Be Specific)					
2. Complaints from Local Residents (Describe on Back)			N/A	N/A	
3. Aesthetics					
a. Grass Mowing Reqd.					
b. Graffiti Removal Reqd.					
c. Other					
4. Public Hazards (Be Specific)					
5. Maintenance Access					

### SUMMARY

1. Inspector's Remarks: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. Overall Condition of Facility (Check One) Acceptable \_\_\_\_\_

Unacceptable \_\_\_\_\_

3. I hereby certify under penalty of perjury that I have performed the inspections and made a good faith effort to identify the items that need maintenance. I further certify that failure to inspect or misrepresent the need for maintenance could result in my liability for personal or property damage.

Signed: \_\_\_\_\_  
Inspector

Date: \_\_\_\_\_